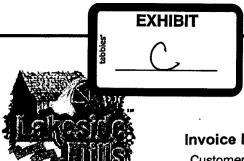
LAKESIDE MILLS, INC. PO Box 63215 Charlotte, NC 28263-3215



Invoice

Invoice No.: 14386
Customer No.: 751083

Bill To: COMMISSARY OPERATIONS INC (Nashville)

2629 EUGENIA AVENUE NASHVILLE, TN 37211 Ship To: COMMISSARY OPERATIONS INC (Nashville

2621 EUGENIA AVE NASHVILLE, TN 37211

Date	j	Ship Via	F.O.B.	Terms		
07/11/08	RM	LOGISTICS	Origin	2.00%-10 / Net 30	0%-10 / Net 30	
Purchase	e Order Number	Order Date	Sales Person	Our Orde	Our Order Number	
181269		06/30/08	Lakeside House Account	402314/	402314/502581	
the second secon	tuantity Shipped B.O.	Item Number	Description	Unit Price	Amount	
140	140	98080	25# RYAN'S CATFISH BREADER (7 X 7 = 49/Pallet)	11.90	1666.00	
288	288	7145100042	8/5# YELTONS BEST CMMIX	12.60	3628.80	
			FREIGHT SURCHARGE		394.00	
			Invoice subtotal		5688.80	
			Invoice total		5688.80	

DRIVERS SIGNATURE_

58695

Main St. 21e, NC 28160 -286-4866

Bill of Lading 502581

 Date
 Page

 07/11/08
 1 of 1

COMBINATION SHORT FORM OF STRAIGHT BILL OF LADING SUBJECT TO THE TERMS & CONDITIONS HEREIN AND ON REVERSE OF STANDARD UNIFORM STRAIGHT BILL OF LADING

<i></i>		ON F	REVERSE O	F STANDARI) UNIFORM	STRAIGHT BILL O	F LADING				
2621 E	O: ASHVILLE D UGENIA AV VILLE TN 3	/E				Pro#14607					
PHONE	E:1-615-231	-4300 FAX	1-615-312	2-3286	Main	Maintain Temp:					
OWNER REFERENCE ORDER NUMBER					₹	PO-NUMBER	C	FREIGHT CHARGES WILL BE COLLECT UNLESS MARKED PREPAID			
	LAKESIDE	MILLS INC	40	402314 \ 181269				Prepaid			
Units	Qty Ship	Item # / Descripti	on	Lot#	Pr	ebeO bo		Net Lbs.	Gross Lbs		
1 Pilts	48 Case	7145100042 8/5# YELTONS B	EST CMM	0383-076 IX	66 LS	6M		1920.00	1920.00		
1 Plits	48 Case	7145100042 0767-1150 LSM 1920.00 1920.0									
1 Pilts	48 Case										
1 Pilts		7145100042 8/5# YELTONS BI	EST CMM	1535-191 IX	18 LS	М		1920.00	1920.00		
1 Plits	48 Case	7145100042 8/5# YELTONS BE	ST CMM	1919-230 IX)2 LS	M		1920.00	1920.00		
1 Plits		7145100042 8/5# YELTONS BE	ST CMM	3602-398 X	35 LS	M		1920.00	1920.00		
6	288	Totals for Item[71	45100042]					<u></u>		
1 Plits		98080 25# RYAN'S CAT	FISH BRE	7748-782 ADER	25 LS	M		1750.00	1750.00		
1 Plits	70 Case	98080 25# RYAN'S CAT	FISH BRE	7826-790 ADER	3 √ LS	M		1750.00	1750.00		
2	140	Totals for Item [98	080]								
								GAL UUU'	48		
		7/12 5AM [SATURI	DAY DELI	1							
Total Qt Total Ur	its:	428 Pallets in: 8 Pallets Out:	*	Total Net		15020.00	1	Gross Lbs:	15020.00		
RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above, in apparent good order, except as noted (contents and condition of contents in packages unknown), marked, consigned and destined as indicated above, which said partier (the word carrier being understood through this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry it to its usual place of delivery, if on its route, otherwise to deliver it to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interest in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Bill of Lading set ourth (1) in the Uniform Freight classification in effect on the date hereof if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of this bill of lading which also includes those standard conditions listed on the back of the standard pre-printed Straight Bill of Lading - Short Form for which this document is the series as being substituted, and the said terms and conditions are hereby agreed by the shipper and accepted by himself and his assigns.											
	/Signature e Mills Inc.	Per	En l	47	Lyon	Carrier R&M LOGIS	STICS	Unit#	55340		
Driver S	ignature	Roge This	(197)	10		me (printed)	644	Date	1-112		
Consignee Signature											
ORIGINAL - NON NEGOTIABLE THIS BILL OF LADING - EXPRESS SHIPPING CONTRACT IS TO BE SIGNED BY SHIPPER AND CARRIER shipping											

TOOL FOOD SERVICE TO:(828)287-3361 King, Bryan MSG#415815.U.L 06/30/2008 07:22 Page 3 TD FRX #: 8282873361 VENDOR #: 410230 P.O. # :0181269 NAME :LAKESIDE MILLS, INC Ship To: ********* COI NASHVILLE D.C. *) DELIVERY (* ** PURCHASE ORDER NUMBER 181269 ** 2621 EUGENTA RVE ********* **APPOINTMENTS 615 231 4336** NASHVILLE, TN 37211 PHONE- 615-231-4300 -SHIP FROM WAREHOUSE-PAGE-1 OF VENDOR #: 410230 ******* LAKESIDE MILLS P.O. DATE 6/30/2008 NAME : LAKESIDE MILLS, INC Bill to: 716 WEST MAIN STREET P.O. BOX 63215 COMMISSARY OPERATIONS, INC. SPINDALE NC28160 BUYER - TREICO WILL CHRRLOTTE NC28263-3215 2629 EUGENIA AVENUE NASHVILLE, TN 37211 FRX- 828-287-3361 PHONE- 828-286-4866 PHDNE- 615-231-4300 EXPECTED DATE- 7/08/2008 CONTRCT: **************** LINE UND ITEM ITEM DESCRIPTION PRCK SIZE ITEM # ORDER PRICE 1 BREADER, CATFISH RYAN'S 25# 98080*R 1 25# 140331 11.9000 98080*R ITMIT-26.00 TRRENT-.00 2 CORNMEAL SELF RISING 8/5# 0042 R 8 5# 140332 Æ2.6000 ∨ DO42 ITHUT-41.00 TAREUT-.00 FREIGHT-CUBE-476.00 WEIGHT- 17416.00 CRM-.00 QUANTITY-476 FREIGHT-.00 EXT-5899.60 TERMS- .0200 10 N/ 30 LEAD-DAYS FRT-/CS /CW /LB /BK /CB >>SPECIAL INSTRUCTIONS((* DELIVERY *

THIS ORDER IS PLACED WITH YOU ON THE EXPRESS CONDITION THAT DELIVERY OF GOODS WILL BE MADE ACCORDING TO THE FOLLOWING TERMS: IF SHIPMENT IS DELAYED IN TRANSIT BEYOND DISCOUNT PERIOD, OUR RIGHT TO CASH DISCOUNT WILL NOT BE WAIVED AND WILL START AT THE TIME OF RECEIPT OF THE GOODS. SEE SEPARATE ATTACHMENT FOR ADDITIONAL TERMS AND CONDITIONS.

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PURCHASE ORDER ("P.O.") CONDITIONS

MEG#415815.V.1

- 1. CONTROLLING CONTRACT. All terms and conditions of this P.O. are controlled by any controlling contract between Vendor and Commissary Operations, Inc., as designated by its number on the front of this P.O., and, in the event of any inconsistency between the controlling contract this P.O. the controlling contract shall govern. Provided, however, that in the event of such inconsistency, the governing contract shall invalidate only the expressly inconsistent provisions contained herein and shall not affect any other or additional provisions contained in the P.O. even though such provisions may not appear in the controlling contract.
- 2. <u>VENDOR INDEMNITY</u>. Vendor agrees to indemnity, defend and hold harmless Commissary Operations, Inc. and each of their agents and employees from any and all liability, loss, settlement, cost or expense of any type (including but not limited to reasonable attorneys fees) arising out of or resulting from claims, demands, costs or judgements that directly or indirectly arise out of or in any way result from or are related to Vendor's performance or nonperformance of this Agreement, or the vending services provided hereunder, the performance of or failure to perform any work or other activity related to such vending service, of any alleged deficiency or defect in the vending services or products related thereto furnished or required to be furnished pursuant to this Agreement. The scope of the indemnity set forth in the preceeding sentence includes, without limitation, claims, demands, suits or judgements based upon (1) alleged violations or rights under patents, trademarks, copyrights or applications therefor: (2) accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of any goods or services furnished by Vendor; or (3) any violation of any statute, regulation or ordinance of any governmental authority in the manufacture, sale or delivery of the goods or services furnished or required to be furnished hereunder.
- 3. ACCEPTANCE. Unless this P.O. is in confirmation of an order, in which case this P.O. and all of the terms and conditions stated herein shall be the acceptance, acceptance of this P.O. and all of the terms and conditions stated herein shall be made only by shipment of the goods described on the front of this P.O. If vendor refuses to accept the order exactly as written, Vendor will immediately contact Commissary Operations, Inc. and immediately return the P.O. along with an explanation.
- 4. SEPARATE INVOICE. Vendor will send a separate invoice for each P.O.
- 5. SHIPPING INSTRUCTIONS. Goods must be shipped as per instructions, otherwise any handling charge will be billed back to Vendor.
- 6. CASH DISCOUNT PERIOD. The cash discount period for Commissary Operations, Inc. shall date from receipt of goods and not from date of any invoice.
- 7. OMITTED PRICE. If price is omitted on any order, Vendor's price will be the lowest prevailing market price and in no event is this order to be billed at higher prices than last previously quoted or charged without written consent of Commissary Operations, Inc.
- 8. GOVERNING LAW. Except as expressly inconsistent therewith, this agreement shall be governed by and construed in accordance with the provisions of the Tennessee Uniform Commercial Code. T.C.A. §§57-1-101 et seq., including all definitions contained therein.
- 9. <u>VENDOR'S FAILURE TO DELIVER</u>. If Vendor should fail to deliver as and where specified, Commissary Operations, Inc. reserves the right to cancel this order, or any part thereof, without prejudice to its other rights; and Vendor agrees that Commissary Operations, Inc. may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.
- 10. REMEDIES. In the event of Vendor's breach, Commissary Operations, Inc. shall in addition to those remedies contained in the Tennessee Uniform Commercial Code, recover all costs and expenses, incurred in attempting to remedy said breach, including its reasonable attorneys fees. Any action brought to enforce any remedy under this contract may be brought in Davidson County Tennessee courts and Vendor hereby consents to the jurisdiction of said courts.
- 11. ENTIRE AGREEMENT: MODIFICATION. This P.O. (and any controlling contract, if applicable) constitutes the entire agreement between Vendor and Commissary Operations, Inc., and no change in or modification of this agreement shall be binding upon Commissary Operations, Inc. unless the change or modification is in writing and signed by Commissary Operations, Inc. The terms and conditions as stated in this P.O. govern in the event of a conflict with any terms of any proposal by Vendor and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in any acknowledgment or confirmation of Vendor unless the same is accepted in writing signed by Commissary Operations, Inc.
- 12. NO SUBSTITUTION. The duties or obligations of Vendor may not be delegated to any other person.